

| | | | | | | | |
|---|--|--|--|---|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30 | | | | 1. REQUISITION 96311M-3276- ----- | | PAGE 1 OF 11 | |
| 2. CONTRACT NO. | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION W912DR-04-T-0003 | |
| 7. FOR SOLICITATION INFORMATION | | a. NAME SANDRA L WICKS | | | | b. TELEPHONE NUMBER (No Collect Calls) 410-962-3987 | |
| 9. ISSUED BY USAED - BALTIMORE 10 SOUTH HOWARD STREET BALTIMORE MD 21201 TEL: FAX: | | CODE W912DR | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 5063 SIZE STANDARD:\$12.0 mil | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO ADMINISTRATIVE RANDALL HILL 5900 MACARTHUR BLVD WASHINGTON, DC 20315- TEL: 202-764-2727 FAX: | | CODE E250100 | | 16. ADMINISTERED BY CODE | | | |
| 17a. CONTRACTOR/OFFEROR FACILITY CODE | | CODE | | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND SUCH ADDRESS IN | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BELOW IS <input type="checkbox"/> SEE | | | | | |
| 19. ITEM | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | | 22. UNIT | |
| | | SEE SCHEDULE | | | | 23. UNIT PRICE | |
| | | | | | | 24. AMOUNT | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | 31c. DATE SIGNED | |
| 30b. NAME AND TITLE OF (TYPE OR PRINT) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL: | | | |
| 32a. QUANTITY IN COLUMN 21 HAS <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED | | 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 34. VOUCHER NUMBER | | 35. AMOUNT CORRECT FOR | |
| 32b. SIGNATURE OF AUTHORIZED REPRESENTATIVE | | 32c. DATE | | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 37. CHECK NUMBER | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | | | 38. S/R ACCOUNT NUMBER | | 39. S/R VOUCHER NUMBER | |
| 41b. SIGNATURE AND TITLE CERTIFYING OFFICER | | 41c. DATE | | 42a. RECEIVED BY (Print) | | 40. PAID BY | |
| | | | | 42b. RECEIVED AT (Location) | | | |
| | | | | 42c. DATE REC'D (YYMM/DD) | | | |
| | | | | 42d. TOTAL CONTAINERS | | | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001 | 51240003 CIRCUIT BREAKER 20A / 1PFY FFP SQUARE D All interested Contractors must be registered with the Central Contractor Registration (CCR). Please contact the website for additional information: www.ccr.gov or telephone 1-888-CCR-2423 to obtain a package to complete. Award will not be issued to an unregistered vendor. Vendor must submit the following information with bid response: tax identification number (TIN), Dun & Bradstreet number and cage code number. Technical POC: Randy Hill @ (202) 764-2727 POC (Contracting Office) Sandy Wicks @ (410) 962-3987 PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 23 | Each | | |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0002 | CIRCUIT BREAKER 20A / 3PFY FFP SQUARE D PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 6 | Each | | |
| NET AMT | | | | | |

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0003 | CIRCUIT BREAKER 30A / EPFA FFP SQUARE D PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 1 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0004 | CIRCUIT BREAKER 70A / 3PFA FFP SQUARE D PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 2 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0005 | GROUND KIT FFP SQUARE D P/N PK27GTA PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 1 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0006 | BLANKS FFP SQUARE D P/N HNM1BL PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 2 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0007 | BLANKS FFP SQUARE D P/N HNM4BL PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 1 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0008 | PNL INT FFP SQUARE D P/N HCN4183-2N PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 1 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0009 | ENCLOSURE FFP SQUARE D P/N Q23225NRB PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 2 | Each | | |

NET AMT

FOB: Destination

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0010 | CIRCUIT BREAKER FFP SQUARE D P/N Q2L3225 PURCHASE REQUEST NUMBER: 96311M-3276-5928 | 2 | Each | | |

NET AMT

FOB: Destination

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|------------|------------|-----------|------------|
| 0001 | N/A | N/A | N/A | Government |
| 0002 | N/A | N/A | N/A | Government |
| 0003 | N/A | N/A | N/A | Government |
| 0004 | N/A | N/A | N/A | Government |
| 0005 | N/A | N/A | N/A | Government |
| 0006 | N/A | N/A | N/A | Government |
| 0007 | N/A | N/A | N/A | Government |
| 0008 | N/A | N/A | N/A | Government |
| 0009 | N/A | N/A | N/A | Government |
| 0010 | N/A | N/A | N/A | Government |

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|--|---------|
| 0001 | 28-NOV-2003 | 23 | ADMINISTRATIVE BRANCH RANDALL HILL 5900 MACARTHUR BLVD NW WASHINGTON, DC 20315-0220 202-764-2727 FOB: Destination | E250100 |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 0005 | N/A | N/A | N/A | N/A |
| 0006 | N/A | N/A | N/A | N/A |
| 0007 | N/A | N/A | N/A | N/A |
| 0008 | N/A | N/A | N/A | N/A |
| 0009 | N/A | N/A | N/A | N/A |
| 0010 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.211-17 | Delivery of Excess Quantities | SEP 1989 |
| 52.212-1 | Instructions to Offerors--Commercial Items | OCT 2000 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | FEB 2002 |
| 52.214-34 | Submission Of Offers In The English Language | APR 1991 |
| 52.214-35 | Submission Of Offers In U.S. Currency | APR 1991 |
| 52.219-1 | Small Business Program Representations | APR 2002 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUL 1996 |
| 52.222-3 | Convict Labor | AUG 1996 |
| 52.232-28 | Invitation to Propose Performance-Based Payments | MAR 2000 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | MAY 1999 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.243-5 | Changes and Changed Conditions | APR 1984 |

| | | |
|--------------|--|----------|
| 52.246-1 | Contractor Inspection Requirements | APR 1984 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 | Required Central Contractor Registration | NOV 2001 |
| 252.219-7011 | Notification to Delay Performance | JUN 1998 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | MAR 1998 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 1991 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | DEC 2000 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.246-7000 | Material Inspection And Receiving Report | DEC 1991 |

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS
PRICE
ITEM QUANTITY QUOTATION TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Contracting Officer shall insert the significant evaluation factors:

- (i) technical capability of the item offered to meet the Government requirement
- (ii) price
- (iii) past performance

Technical and past performance, when combined, are significant.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(5) 52.222-41, the Service Contract Act as Amended (41 U.S.C. 351, et seq.) Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1103-4(c) or (d) (see DoD class deviation number 2000-O0006).

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any _____ (48 CFR Chapter _____) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

| | |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631) |

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)